

2013

Telephone (201) 430-3557

## BELLEVILLE PUBLIC SCHOOLS

190 CORTLANDT STREET

BELLEVILLE, NEW JERSEY 07109

*Michael D. Nardicella*  
 Superintendent of Schools

September 26, 1990

MEMORANDUM OF AGREEMENT BETWEEN THE BELLEVILLE BOARD OF EDUCATION AND THE  
ASSOCIATION OF BELLEVILLE SCHOOL ADMINISTRATORS - 1990-1991, 1991-1992 and 1992-1993

1. Tuition reimbursement will be increased from \$1,000 to \$2,000 aggregate for each year of the 1990-1993 contract.
2. School Calendar - 12 month administrators - Summer hours 8 a.m. to 3:30 p.m. commencing the day following the dismissal of the instructional staff.  
 10 month administrators - last day of work in June at the sole discretion of the Superintendent of Schools.
3. Elementary lunch hour - the board will advertize for voluntary teacher coverage from 11:50 a.m. to 12:20 p.m. commencing with the 1991-1992 school year. The expenses for this program will be borne by the Belleville Board of Education.
4. Replacement for absent administrators - If the Superintendent knows that an administrator is going to be out a minimum of two weeks (10 working days), the Superintendent with board approval will immediately seek an interim, certified replacement.
5. Accumulated sick days -
  - 1 - 100 days \$30 per day
  - 101 - 200 days \$40 per day
  - 201 - 300 days \$60 per day

It is mutually understood that the first 100 days or fraction thereof is at \$30 per day - the second 100 days or fraction thereof is at \$40 per day and the third 100 days or fraction thereof is at \$60 per day.

6. <u>Longevity</u> -	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
20 years	\$1100	\$1200	\$1300
25 years	1300	1400	1500
30 years	1500	1800	1900

MEMORANDUM OF AGREEMENT BETWEEN THE BELLEVILLE BOARD OF EDUCATION AND THE ASSOCIATION OF BELLEVILLE SCHOOL ADMINISTRATORS (continued)

7. Percentage increases - across the board

1990-1991

1991-1992

1992-1993

5%

6%

7%

A new salary guide covering the contractual period from July 1, 1990 through June 30, 1993 will be developed by the Superintendent and the negotiators representing the Association of Belleville School Administrators.

8. Twelve month Administrators will observe the same Christmas week calendar followed by the Ten month Administrators.

WITNESSED:

For the Belleville Board of Education

1. Abnita Nazzari  
2. Joseph P. Del Guercio  
3. Ralph B. Mazzucco  
4. Christy C. O'Leary

For the Assn. of Belleville School Admin.

1. Nicholas R. Pette  
2. Grant C. Strantz  
3. Richard E. Benning  
4. Michael A. Barney

AGREEMENT BETWEEN  
THE BELLEVILLE BOARD OF EDUCATION  
AND THE ASSOCIATION OF BELLEVILLE SCHOOL ADMINISTRATORS  
EFFECTIVE JULY 1, 1990 THROUGH JUNE 30, 1993

PREAMBLE

THIS AGREEMENT made this       day of       between the Board of Education in the Township of Belleville, in the County of Essex, hereinafter called the "Board" and the Association of Belleville School Administrators, hereinafter called the "Association".

WHEREAS, the Board and the Association have carried on negotiations in order to implement the provisions of Chapter 123, Public Laws of 1974 as amended and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement,

NOW THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

## ARTICLE ONE

### RECOGNITION

The Board hereby recognizes the Association as the exclusive sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel listed below, employed by the Board:

The following categories shall be included:

Principal - High School  
Principal - Middle School  
Principal(s) - Elementary  
Vice Principal(s)  
Directors

Specifically excluded shall be the Superintendent, Assistant Superintendent(s) and Supervisors.

## ARTICLE TWO

### DEFINITIONS

For the purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. The use of the word "Association" shall hereinafter in this agreement refer to the Association of Belleville School Administrators, Belleville, New Jersey, County of Essex.
2. Administrator(s)/Member(s)/Employee(s)/Supervisory Employee(s) - when used hereinafter in this agreement, this/these term(s) shall refer to all professional Administrators (male(s)/female(s)) represented by the Association in the negotiating unit as above defined and in addition to any/all references to "males" shall include females.

## ARTICLE THREE

### BOARD RESPONSIBILITIES

The Board of Education reserves the right to the operation of the school system. The Board has the right to terminate

employment in the manner provided by law and will hire from any source whatsoever provided that the individual be fully certificated as of the date of his/her actual employment in the district for that position. All the rights, power or authority the Board had prior to the signing of this agreement are retained by the Board, except those specifically abridged or modified by this agreement, or any mutual consent of the parties. Nothing herein shall be construed as limiting the Board of Education from discharging any of its obligations or responsibilities as prescribed by Title 18A and Chapter 123 - Public Law 1974, nor a delegation of its statutory authority under the laws of the State of New Jersey.

Likewise, nothing herein shall be construed to deny any administrator his/her statutory rights under the aforementioned laws.

#### ARTICLE FOUR

##### SEPARABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE FIVE

##### NON-DISCRIMINATION

The Board agrees that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age in all practices, procedures and policies of the school system and in the hiring, training, assignments, promotion, transfer, or discipline of administration or in any application or administration of this agreement.

#### ARTICLE SIX

##### MEETINGS

Representatives of the Association may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school opera-

tions. The Superintendent shall be given reasonable notice in advance of the time and place of all said meetings. No meeting shall be held without prior approval of the Superintendent, which approval shall not be unreasonably withheld.

## ARTICLE SEVEN

### ADMINISTRATOR'S RIGHTS

#### A. Rights and Protection in Representation

Pursuant to Chapter 123 of Employer/Employee Relations Act of 1974, as amended, the Board hereby agrees that these employees of the Board as defined in Article One (Recognition) have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations.

#### B. Required Appearances

Whenever any Administrator is required to appear before the Board, or any committee or member thereof for the purpose of discussing the possible withholding of an increment, suspension and/or termination of employment of that Administrator, the Administrator shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and may (at the Administrator's discretion) have (a) representative(s) of the Association and/or attorney present to represent and advise during such meeting or interview.

#### C. Right to Review File and Respond

An Administrator shall have the right to review his/her personnel file upon reasonable request and to attach responses to any derogatory material. No material of a derogatory nature shall be placed in the personnel file unless a copy is simultaneously provided to the affected Administrator.

#### D. Right to be Present

When any hearing shall be scheduled by the full Board of Education at a private or public meeting, to hear an official complaint against an Administrator by a parent group or its representative, the said Administrator who is the subject of the complaint shall have a right to be

present. The Superintendent shall notify the Administrator(s) of such meetings.

If it appears that the outcome of said hearing would result in some disciplinary action against the Administrator, then that Administrator shall have the right to have a representative advise him/her during such hearing or meeting.

#### E. Third Party Grievances

At any hearing held before the Board of Education concerning a grievance that is brought by a third party and that affects and is directed at any Administrator, the Association shall be entitled to be present at the entire proceeding and hearing (not including Board deliberation) and shall have the right to pose questions to the witnesses and to the Chairperson of the proceeding and hearing.

### ARTICLE EIGHT

#### NEGOTIATIONS PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123 - Public Laws 1974, as amended. Such negotiations shall begin not later than October 1 of the calendar year next preceding the calendar year in which this agreement expires.

During negotiations, the Board and Administrators Association shall present relevant data, exchange points of view and make proposals and counterproposals. Copies of budget shall be made available by the Board when completed and either party shall respond to requests for items of public information.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Should a mutually acceptable amendment to this agreement be agreed upon, the same shall be reduced to writing and signed



by the legally authorized representatives of the Board and of the Association.

## ARTICLE NINE

### GRIEVANCE PROCEDURE

A "grievance" is a claim by a member of the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a member or a group of members.

An "aggrieved person" is the person or persons making the claim.

The "parties of the grievance" are:

The person or persons making the grievance

The person or persons representing the aggrieved individual or individuals

The person or persons to whom the grievance applies

The person or persons who are representing the individual or individuals against whom the grievance is presented

#### Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

#### Procedure

A grievance to be considered must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the individual should have reasonably known of its occurrence. Any grievance filed after the above prescribed interval shall be null and void.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may therefore be reduced or waived by mutual consent.

Level One - A member submitting a grievance shall first discuss it with the Superintendent, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

Level Two - If the aggrieved person or persons is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent of Schools.

Level Three - If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the Superintendent, the aggrieved person or persons may within five (5) school days thereafter request, in writing, that the Chairman of the PR&R Committee submit his grievance to the Board of Education. If the grievance is not settled at Level Three within twenty (20) school days thereafter, the matter may be referred by either party in the form of a written request to the Public Employment Relations Commission (hereinafter referred to as PERC). PERC shall submit a list of ten (10) names to the parties, and if agreement upon an arbitrator cannot be reached, a second list shall be obtained. If agreement is not reached on the second list, PERC shall appoint an arbitrator for the parties.

#### BINDING ARBITRATION:

On any dispute arising out of the specific language in the contract, the decision of the arbitrator shall be binding. On any type of disputes not involving the specific language within the contract, the arbitrator's decision shall be advisory in nature. Costs of the arbitration shall be borne equally by both parties.

Time limits at any level of procedure may be waived by mutual consent.

## Miscellaneous

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein above referred to. All parties to this agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

## ARTICLE TEN

### DUTIES

(a) The members of the Association agree to perform their duties in accordance with this agreement, the Rules and Regulations of the Belleville Board and the State Board of Education, and the statutes pertinent thereto and in existence at the time of the signing of this contract.

(b) The school year for all Elementary Principals, Directors and ten (10) month Vice Principals shall be from September 1 through June 30, inclusive. The school year for any twelve (12) months Administrator is as set by the twelve (12) month school calendar.

(c) The school day for all unit members shall be from 8:00 a.m. to 4:00 a.m.

(d) The area of responsibility for all Directors shall be Kindergarten through Twelfth Grade.

(e) Ten (10) month Administrators shall submit to the Superintendent of Schools two (2) summer progress reports. These reports shall be submitted during the last week in July and the last week in August. The reports should cover the physical and/or educational readiness of the school building or program to which the Administrator is assigned. A committee of two from the Administrators' Association and the Superintendent will meet to develop this procedure.

## ARTICLE ELEVEN

### SICK LEAVE

Sick leave is defined by Revised Statutes 18A:30-1, et seq., as follows: "Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

#### Allowance for Personal Illness

<u>Total Years of Service</u>	<u>Days Allowed for Illness</u>
1 day - 1 year	1 day per month to a maximum of 10 days
1 year - 10 years	10 full days
10 years & 1 day - 15 years	20 full days
15 years & 1 day - 20 years	25 full days
20 years & 1 day - 25 years	30 full days
25 years & 1 day - 30 years	60 full days

After ten (10) years of service, sick leave in excess of the above shall be at the discretion of the Board.

#### Certificate for Personal Illness

Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence excess five days, a doctor's medical report must be filed.

#### Absence after Reporting for Duty

Any person who must leave his duties because of personal illness after reporting for duty will be paid for that day, and this will not be charged to his/her sick leave.

#### Accumulated Sick Leave

Sick leave may be accumulated up to ten (10) days per year in accordance with the provisions of State law governing accumulation of sick leave allowance for persons holding any full-time office position or employment in the school district. Such accumulated sick leave shall under no circumstances place a person under tenure after three years of teaching.

At the start of each school year, members will receive a statement of accumulated sick leave.

#### Terminal Pay on Basis of Sick Leave

Any employee with fifteen years or more service may, upon termination of employment, receive the following compensation:

#### Life of Contract:

- 1 - 100 days - \$30.00 per day
- 101 - 200 days - \$40.00 per day
- 201 - 300 days - \$60.00 per day

It is mutually understood that the first 100 days or fraction thereof is at \$30.00 per day - second 100 days or fraction thereof is at \$40.00 per day and the third 100 days or fraction thereof is at \$60.00 per day.

This benefit shall be paid only once for each employee.

### ARTICLE TWELVE

#### EXCUSED ABSENCES

##### (a) Death in Family

In case of death of the father, mother, husband, wife, child, grandchild, sister, brother, mother-in-law, or father-in-law of any employee, such employee will be excused for a period up to five (5) consecutive days, beginning with the day of death, to attend the funeral of such deceased kin.

In case of death of the grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such employee will be excused for a period up to three (3) consecutive days, beginning with the day of death, to attend the funeral of such deceased kin.

One day's absence will be allowed to attend the funeral of an aunt, uncle, nephew, niece or cousin.

(b) Jury Duty

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

(c) Personal Reasons

If, for personal reasons, a day's absence is necessary, an Administrator may be excused from his duties upon notice to the immediate Supervisor and Superintendent, subject to operational needs and considerations. Notice should be submitted at least two days before the requested absence, unless an unanticipated emergency occurs, which precludes such notice.

A "personal reason" as herein defined is an emergency of the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal reasons, a green slip must be filed with the immediate Supervisor for his approval and ultimate approval by the Superintendent.

For personal reasons which are considered by an Administrator to be of such a nature as to be extremely confidential, green slip may be marked, "personal reasons--confidential", and such green slip will be forwarded directly to the Superintendent for consideration.

Employees will be paid for a period not exceeding three (3) days for ten (10) month employees for excused absences during any school year, and four (4) days for twelve (12) month employees.

Beginning in the school year 1985-1986, unused personal leave days as defined in this Article shall be added to the unit member's accumulated sick leave for the ensuing school year. However, no more than twenty (20) of said days may be accumulated during the Administrator's tenure in the District.

ARTICLE THIRTEEN

(A) CHILD-REARING LEAVE AND MATERNITY DISABILITY

Child-Rearing

The Board of Education shall grant child-rearing leave, without pay, in accordance with the following procedure:

1. All initial applications for and application for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent.
2. Any Administrator intending to apply for child-rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of his/her prospective plans for taking child-rearing leave and the best estimate of when the child-rearing leave will commence and terminate. The Administrator shall request child-rearing leave of the Superintendent of Schools in writing at least sixty (60) days prior to the date the leave is to commence.
3. The request for child-rearing leave shall specify the date when the Administrator wishes the leave to commence and terminate.
4. Child-rearing leave shall be granted for a period of up to the end of the academic school year in which the child-rearing leave commenced and an additional school year shall be granted upon request of an Administrator under tenure or who has received a tenure-year contract for such Administrator. An Administrator on child-rearing leave shall notify the Board, in writing, of the intention to return to the district by March 1 of the school year preceding the school year in which the Administrator wishes to return to the district or sixty (60) days prior to said intended return date, whichever is sooner.
5. An Administrator returning on the first day of the school year in September from child-rearing leave shall be placed in her/his previously held position, if available and administratively feasible.
6. Any Administrator who has applied for and received child-rearing leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
7. No Administrator on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of his/her certification or competence.
8. Time spent on child-rearing leave of absence shall not count toward salary guide placement experience, seniority, sick leave accumulation, etc.

9. Anyone who accepts child-rearing leave after January 31 in any given year is given credit on the salary guide for a full year upon returning to the district.

10. An Administrator receiving child-rearing leave shall not accept full time employment in the administrative field or undertake full time graduate study during all or part of the period of the child-rearing leave. This provision shall cease to be operative at such time as the Administrator shall have been denied her/his request under Paragraph 6 to return to employment.

11. Adoption - Any Administrator adopting a child of pre-school age shall receive a leave similar to child-rearing leave, which shall commence upon receiving de facto custody of said child, or earlier if necessary, to fulfill the requirements for the adoption.

12. The Board is not required to continue employment of a non-tenure pregnant Administrator beyond the year in which the leave is taken. The child-rearing leave period shall not be counted for tenure purposes, however, the period before and after the maternity shall count toward tenure.

#### Maternity Disability

1. The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant Administrators on the same terms and conditions governing leave of absences for illness or medical disability.

The pregnant Administrator will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.

2. Any pregnant Administrator who does not elect to take a child-rearing leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.

3. The Board may require an Administrator, during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which an Administrator has been assigned.



4. In the event of any question as to the condition of the pregnant Administrator, a conference shall be arranged between the Board's physician and the attending physician.

5. No Administrator shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.

6. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant Administrator for any cause not related solely to pregnancy.

7. The Board has the right to remove any pregnant Administrator from her daily duties on any one of the following criteria:

a. Her administrative performance substantially declines from the period preceding pregnancy.

b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist, if (i) the pregnant Administrator fails to produce a physician's certificate that she is medically able to continue working; or (ii) the Board's physician concludes she is unable to continue in the role of an Administrator.

(B) ADVANCED STUDY

1. The Board feels that, in certain cases, benefits will accrue to the school system if Administrators are granted a one year's leave of absence, without pay, for advanced study. The Administrator must have acquired tenure in the Belleville District as a prerequisite.

2. Request(s) shall be submitted in writing to the Office of the Superintendent at least one (1) contractual year prior to its commencement.

3. The Board will therefore give consideration to such application after they have been revised and recommended by the Superintendent.

4. The advanced study activities must be directly related to Administration, Supervision or for an advanced degree program.
5. The said Administrator (s) shall remain in the system at least five (5) years after his/her return, if this be the desire of the Board of Education
6. The denial of the request for such leave by the Board shall not be arbitrable nor actionable at law.
7. The Board of Education will set aside \$2,000.00 each year to help defray the tuition costs incurred by Administrators when they take graduate courses approved by the Superintendent of Schools. Unexpended monies will accumulate with no limit. The money accumulated as of July 1 of any year will be equally apportioned in June of the same school year. This will take effect on July 1, 1990.

(C) OTHER LEAVES

Leave with/without pay may be granted for good cause and for exceptional reasons upon recommendation of the Superintendent and approval of the Board of Education.

Request(s) shall be submitted, in writing, to the Office of the Superintendent. The denial of such leave by the Board shall not be arbitrable nor actionable at law. However, the denial of same shall be reduced to writing with explanation for the reason of said denial.

ARTICLE FOURTEEN

INSURANCE PROTECTION

The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee enrolled under said plan, including family-plan insurance coverage, if the same is applicable.

The health-care insurance protection provided for in this Article shall be limited to and include only:

Blue Cross/Blue Shield/Rider J	) State Plan:
Blue Cross/Blue Shield "Carve-out	) "State Health
Medicare" (employee or dependent)-.	) Benefits"

over age 65)  
Major Medical

) Program"

The Board of Education will allocate \$300.00 per year, per member, to be used to provide medical benefits. The benefits package, selected by the Administrators, will be discussed and reviewed by the Board Secretary/Business Administrator. The individual Administrator will be billed for the costs that exceed \$300.00 per year.

Upon retirement, the Administrator will be allowed to continue his/her membership in any of the benefit plans. The Administrator will be billed annually by the Board for the premium costs.

Dental - Single or family coverage.

The Board shall provide, at its cost, dental coverage, New Jersey Dental Plan (Blue Tooth), as follows, for the individual employee, plus an additional \$75.00 per member.

Basic Plan, plus Riders I through IV, Indemnity Schedule A, No Deductible and No Co-Insurance.

The Board will provide the necessary clerical work for any employee requesting family coverage, the premium for which will be deducted in ten (10) equal installments from his or her paycheck. Provided, however, that family coverage is afforded the employee by the carrier.

Prescriptions - \$2.00, co-pay.

Physical Examinations - The Board will pay 20%, or a maximum of \$60.00, for physical examinations undertaken by individual Administrators per the following plan:

1. Every other year during employment.
2. During the year immediately preceding retirement.

The Board shall make payment of insurance premiums for said health-care insurance protection for each person in its employ who enrolls for the full twelve-month period commencing September 1 and ending August 31 of the contract year. All coverage shall end thirty (30) days after termination of employment, and the obligations of the Board thereunder shall at such time come to an end. However, as to retired employees, the Board may service this coverage, if necessary, until the State Teachers Pensions and Annuity Fund assumes the obligation for payment of premium.

New persons, employed prior to August 20th, beginning employment on September 1 who elect to enroll are given coverage effective September 1. Persons coming into employment after August 20th are required to wait two months before coverage becomes effective.

#### ARTICLE FIFTEEN

##### (A) SELECTION AND REASSIGNMENT OF PERSONNEL

The Board recognizes that Association members have a valid interest in the personnel selected and assigned to work under their supervision.

The Board agrees that in the processing of candidates for positions or the reassignment of personnel to work under said Principals, Supervisors and Directors, such candidates will be interviewed by said persons, who will consider all transcriptions, applications and recommendations on each candidate which is made available to them by the Superintendent or his agent, and will then make recommendations in writing to the Superintendent for consideration by the Board. The final decisions shall rest with the Board of Education.

##### (B) PROMOTION POLICY

Whenever an Administrator applies for a promotion, he/she shall be granted the courtesy of an interview by the appropriate Administrator or Administrators involved. All qualified Administrators will be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. Each Administrator application not selected will receive a written notice of disposition from the Superintendent with reason(s) why applicant was not recommended.

#### ARTICLE SIXTEEN

##### TRANSFERS

Voluntary transfer requests, when in the best interest of the school system, will be favorably considered.

Notice of involuntary transfer or reassignment shall be given to a member as soon as practical, and except in cases of emergency, not later than 60 days before the date of transfer.

## ARTICLE SEVENTEEN

### MEMBER EVALUATION

Non-tenure members are to receive at least three (3) written performance evaluations each school year by the appropriate administrator, and they will sign and receive a copy of the original evaluation.

Tenure members are to receive at least one evaluation each school year, signing and receiving a copy thereof.

All evaluations will be discussed by the Superintendent of Schools or Assistant Superintendent of Schools, with the member being evaluated, and the member shall have the right to comment in writing on the evaluation or discussion thereof.

The salary program is designed to reward an Administrator for performing effectively in his administrative and other professional assignments. While each Administrator is expected to meet this requirement, an increase in pay is not granted automatically. It is dependent upon a favorable performance report from the Superintendent of Schools, and the Board of Education's approval.

## ARTICLE EIGHTEEN

### SCHOOL CALENDAR

A school calendar shall be prepared and presented to the Association by the Superintendent. A committee of the Association will have the opportunity to meet with the Superintendent to discuss the proposed calendar and to submit alternate proposals to the Board of Education if it does not concur. The Superintendent shall make a recommendation to the Board, and the Board shall make the final decision.

The school calendar shall be issued as an appendix to this contract. The Board, however, reserves the right to make changes in the calendar, if necessary, after consultation with the Association.

12-Month Administrators - Summer hours - 8 a.m. to 3:30 p.m. commencing the day following the dismissal of the instructional staff.

12-Month Administrators will observe the same Christmas week calendar followed by the 10-Month Administrators.

## ARTICLE NINETEEN

### TWELVE MONTH ADMINISTRATORS VACATION POLICY

The Board agrees to continue the vacation policy of twelve month Association members as set forth in the Board's Rules and Regulations as follows:

Less than one year's service on or before July 1 of each year, one day vacation with pay for each month full service.

For one year of service through five (5) years of service, three (3) weeks vacation pay.

After five (5) years of service, and up to fifteen (15) years of service, four (4) weeks vacation with pay.

After fifteen (15) years of service, five (5) weeks vacation with pay.

Vacation periods for Administrators in the Instructional Department must first be approved by the Superintendent of Schools.

## ARTICLE TWENTY

### EMPLOYMENT DURING VACATION PERIODS

If any unit employee performs professional services during the summer vacation or a vacation period (provided said employee is not normally scheduled to work), said employee shall receive compensation of 1/200th (10 month) or 1/220th (12 month) of his/her regular salary.

## ARTICLE TWENTY-ONE

### CONVENTIONS

Association members may attend conventions during the school year. While everyone shall be eligible for State conventions, attendance at National Conventions shall be done on an organized rotating basis.\* Attendance at conventions shall be subject to the recommendations of the Superintendent and approval of the Board within its budgetary limitations.

\*The Association and the Superintendent shall devise the plan to be followed. (See Appendix A)

## ARTICLE TWENTY-TWO

### USE OF AUTOMOBILE

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of 22¢ per mile. (See Side Letter Four)

## ARTICLE TWENTY-THREE

### REPRESENTATION FEE

#### A. Purpose of Fee

If an Administrator does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said Administrator will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Administrator's per capita cost of services rendered by the Association as majority representative. This fee shall not be used for any payment to any State or National Association, nor for any political purposes.

#### B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

#### C. Deduction and Transmission of Fee

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current mem-

bership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 1 below, the full amount so deducted to the Association.

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

#### 1. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

#### 2. Changes

The Association will notify the Board, in writing, of any changes in the list provided for in paragraph B above.

#### D. Indemnifications and Save Harmless Provision

##### Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

(a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) If the Association so requests in writing, the Board will surrender it to full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.



#### E. Membership Availability and Demand and Return System

Membership in the Association is available to all employees on an equal basis, and the Association has established and maintains a demand and return system which complies with the requirements in Sections 2(c) and 3 of the Act.

### ARTICLE TWENTY-FOUR

#### SALARY

Administrators' salaries for the 1990-91 school year will be determined by applying 5% increase to the salaries that were paid in 1989-90, on an individual basis with the exception of those Administrators beginning their services in 1990-91. Salary guide will be prepared which will set the compensation for them.

Administrators' salaries for the 1991-1992 school year will be determined by applying 6% to the salaries that were paid in 1990-91, on an individual basis, with the exception of those Administrators beginning their services in 1991-92. Salary guide will be prepared which will set the compensation for them.

Administrators' salaries for the 1992-1993 school year will be determined by applying 7% to the salaries that were paid in 1991-92, on an individual basis, with the exception of those Administrators beginning their services in 1991-92. Salary guide will be prepared which will set the compensation for them.

#### LONGEVITY

##### 1990-1991

20 years of service plus 1 day in the school district of Belleville	\$1100
25 years of service plus 1 day in the school district of Belleville	1300
30 years of service plus 1 day in the school district of Belleville	1500

##### 1991-1992

20 years of service plus 1 day in the school district of Belleville	1200
25 years of service plus 1 day in the school district of Belleville	1400
30 years of service plus 1 day in the school district of Belleville	1800

##### 1992-1993

20 years of service plus 1 day in the school district of Belleville	1300
25 years of service plus 1 day in the school district of Belleville	1500
30 years of service plus 1 day in the school district of Belleville	1900

## ARTICLE TWENTY-FIVE

### REPRODUCTION AND DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be printed in the following quantity:

Twenty-five (25) copies distributed to the "Association" and twenty-five (25) copies distributed to the Board.

The printing format of the Agreement shall be mutually agreed upon and the expense for printing shall be shared equally by the Association and the Board.

This Agreement shall be printed and distributed to the Association and the Board sixty (60) calendar days after ratification by both parties.

The Association and the Board shall each appoint one (1) representative who shall be responsible for details of the printing procedure.

## ARTICLE TWENTY-SIX

### ELEMENTARY LUNCH HOUR

The Board will advertise for voluntary teacher coverage from 11:50 a.m. to 12:20 p.m. commencing with the 1991-92 school year. The expenses for the program will be borne by the Belleville Board of Education.

## ARTICLE TWENTY-SEVEN

### REPLACEMENT FOR ABSENT ADMINISTRATOR

If the Superintendent knows that an Administrator is going to be out a minimum of two weeks (10 working days) he/she, with Board approval, will immediately seek an interim and certified replacement.

## ARTICLE TWENTY-EIGHT

### TERM OF THE CONTRACT

This Agreement shall become effective on the first day of July, 1990 and shall remain in full force and effect, for a period of three (3) years and shall expire on the 30th day of June, 1993.

## ARTICLE TWENTY-NINE

### TUITION REIMBURSEMENT

Tuition reimbursement will be increased from \$1,000 to \$2,000 aggregate for each year of the 1990-1993 contract.

BELLEVILLE PUBLIC SCHOOLS, BELLEVILLE, NEW JERSEY  
ADMINISTRATORS' SALARY GUIDES

1990-1991

<u>H.S. PRINCIPAL 12-Months</u>	<u>M.S. PRINCIPAL 12-Months</u>	<u>10-MONTHS DIRECTORS AND ELEMENTARY SCHOOL PRINCIPALS</u>
1. \$63,000	1. \$57,750	1. \$53,550
2. 68,250	2. 63,000	2. 56,700
3. 73,500	3. 68,250	3. 60,675
4. 78,750	4. 73,214	4. 65,528

<u>DIRECTORS 12-Months</u>	<u>VICE-PRINCIPALS 12-Months</u>	<u>VICE-PRINCIPALS 10-Months</u>
1. \$57,538	1. \$56,700	1. \$49,350
2. 60,688	2. 59,850	2. 52,500
3. 63,838	3. 63,838	3. 56,172
4. 68,945	4. 68,945	4. 59,322

1991-1992

<u>H.S. PRINCIPAL 12-Months</u>	<u>M.S. PRINCIPAL 12-Months</u>	<u>10-MONTHS DIRECTORS AND ELEMENTARY SCHOOL PRINCIPALS</u>
1. \$66,780	1. \$61,215	1. \$56,763
2. 72,345	2. 66,780	2. 60,102
3. 77,910	3. 72,345	3. 64,315
4. 83,475	4. 77,606	4. 69,459

<u>DIRECTORS 12-Months</u>	<u>VICE-PRINCIPALS 12-Months</u>	<u>VICE-PRINCIPALS 10-Months</u>
1. \$60,990	1. \$60,102	1. \$52,311
2. 64,329	2. 63,441	2. 55,650
3. 67,668	3. 67,668	3. 59,542
4. 73,081	4. 73,081	4. 62,881

1992-1993

<u>H.S. PRINCIPAL 12-Months</u>	<u>M.S. PRINCIPAL 12-Months</u>	<u>10-MONTHS DIRECTORS AND ELEMENTARY SCHOOL PRINCIPALS</u>
1. \$71,454	1. \$65,500	1. \$60,736
2. 76,685	2. 71,454	2. 64,309
3. 82,584	3. 77,409	3. 68,817
4. 89,318	4. 83,038	4. 74,321

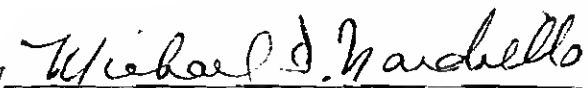
<u>DIRECTORS 12-Months</u>	<u>VICE-PRINCIPALS 12-Months</u>	<u>VICE-PRINCIPALS 10-Months</u>
1. \$65,259	1. \$64,309	1. \$55,972
2. 68,832	2. 67,881	2. 59,545
3. 72,404	3. 70,000	3. 63,709
4. 78,196	4. 78,196	4. 67,282

IN WITNESS WHEREOF, the Board of Education of the Township of Belleville, and the Association of Belleville School Administrators have caused these presents to be signed by the principals and duly authorized officers and their representative corporate seals affixed hereto, on this 17th day of December, 1990.

THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF BELLEVILLE

By   
Anthony C. D'Agostino, President


By   
Edward Appleton, Board Secretary/  
Business Administrator


By   
Michael D. Nardiello, Superintendent of  
Schools

THE ASSOCIATION OF BELLEVILLE SCHOOL  
ADMINISTRATORS

By   
Nicholas Petti

By   
Frank Catrambone

By   
Richard Benninger

By   
Michael Harvey

ADMINISTRATORS' CONTRACT - EFFECTIVE JULY 1, 1990 THROUGH JUNE 30, 1993

FORM OF SIDE LETTER ONE

The Administrators' Association shall have the right to video tape a Public Meeting of the Board of Education upon submission of the form of "Notice of Intent".

THE BELLEVILLE BOARD OF EDUCATION  
BY: Edward J. Appleton

FORM OF SIDE LETTER TWO

The Board of Education recognizes and shall provide through the Office of the Superintendent to all Administrators, copies of the Board of Education's policy manual and shall update this manual on an on-going basis with any changes, additions or deletions, concerning said policy manual.

It is understood, however, that the Board of Education is in the process of up-dating and revising said policy manual and therefore, this provision will be fully implemented when the next policy manual is available.

THE BELLEVILLE BOARD OF EDUCATION  
By: Edward J. Appleton

FORM OF SIDE LETTER THREE

It is understood that it is important to maintain open lines of communication between the Board of Education, the Superintendent and the Administrators. To this end, representatives of the Board, the Superintendent, when applicable, shall meet with a committee of the Administrators on an on-going basis. The purpose of these meetings shall be to address concerns regarding the health/safety and educational programs of the community. The meeting dates will be determined by the parties.

THE BELLEVILLE BOARD OF EDUCATION  
By: Edward J. Appleton

FORM OF SIDE LETTER FOUR

It is clear that when a member of the Administrators' Association uses his automobile in the performance of his duties, the Board of Education shall follow all the requisite statutes, attached hereto, concerning the protection of the Administrator and his property. This, of course, is subject to the Administrators own automobile insurance policy.

THE BELLEVILLE BOARD OF EDUCATION  
By: Edward J. Appleton